FOREST DEPARTMENT.

Notification dated 2nd May 1927.

It is hereby notified for general information that the exclusive right of collecting Tangad (Cassia ariculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from 1st July 1927 to 30th June 1929 in the undermentioned Taluks will be sold talukwar or hobliwar or firkawar as the case may be by public auction in Bangalore on 30th May 1927 by the Deputy Commissioner with the help of the District Forest Officer Bangalore.

N.B.—(1) Such of the District Forest Officers of other Districts as are deputed by the Conservator of Forests will also be present at the sales.

(2) *Will be sold Firkawar.

(3) If the majority of the bidders present at the sales desire that any other Taluk not marked with asterisk is to be sold firkawar, it will be done so.

Taluk Comprised	Taluk Comprised
Mysore District.—	Chitaldrug District—
1 Mysore	1 Chitaldrug*
2 Heggaddevankote	2 Challakere*
3 Hunsur	3 Jagalur
4 Yedatore	4 Hiriyur*
5 Krishnarajpete	5 Holalkere
6 Nagamangala	6 Davangere
7 Mandya	7 Molakalmuru*
8 Malvalli	8 Hosdurga*
9 Seringapatam	9 Harihar Sub-Taluk
10 French Rocks Sub-Taluk	Tumkur District—
11 Nanjangud	1 Tumkur*
12 Gundlupet	2 Maddagiri*
13 Chamrajnagar	3 Pavagada*
14 T.-Narsipur	4 Sira*
Hassan District—	5 Chiknayakanhalli
1 Hassan	6 Tiptur*
2 Channarayapatna	7 Gubbi*
3 Hole-Narsipur	8 Kunigal*
4 Arkalgud	9 Koratagere Sub-Taluk
5 Belur	10 Turuvekere Sub-Taluk*
6 Manjarabad	Bangalore District—
7 Arsikere	1 Bangalore
8 Alur Sub-Taluk	2 Hoskote
Kadur Division—	3 Devanhalli
1 Mudgere	4 Dodballapur
2 Chikmagalur	5 Kankanhalli
3 Kadur	6 Magadi
4 Koppa	7 Anekal
Bhadravathi Division—	8 Channapatna
1 Tarikere	9 Nelamangala
2 Narasimharajapura	10 Closepet Sub-Taluk
3 Channagiri	Kolar District—
Shimoga Division—	1 Kolar
1 Shimoga	2 Mulbagal
2 Honnali	3 Chintamani
3 Tirthahalli	4 Bagepalli
4 Kumsi Sub-Taluk	5 Sidlaghatta
Sagar Division—	6 Srinivaspur
1 Sagar	7 Goribidnur
2 Sorab	8 Chikballapur
3 Shikarpur	9 Bowringpet
4 Nagar*	10 Malur
	11 Gudibanda Sub-Taluk

Remarks.—Includes produce on all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N. B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 12 NOON, and if it is not concluded on the same day, will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided for in clause 5, and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must, except under unavoidable circumstances be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Conservator of Forests who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses, *on the full lease amount* at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed, by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement at one for each unit with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for unit for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled all the monies already paid forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation.

N.B.—The solvency and the respectability of the sureties should be proved the to satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows :—

1st instalment	due on	or before	1st November 1927.
2nd	do	do	1st March 1928.
3rd	do	do	1st July 1928.

In default to pay the instalments on the due dates, his contract shall be cancelled and the riget resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accuring from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

11. No concessions of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are—

(*a*) The lessee shall hold himself, responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agent or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(e) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(f) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(g) The lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(h) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

N.B.—Forest Forms 84 and 85 shall be used.

(i) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(j) The lessee shall remove out of the limits of the district before the 31st July 1929, all bark collected and stored under the terms of the lease.

(k) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(l) No collection of the bark will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(m) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(n) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Conservator of Forests. In the case of mere forfeiture of the security deposit amount the difference will be made good immediately by the contractor.

Notification dated 11th May 1927.

In continuation of Notification dated the 2nd May 1927, regarding the sale of Tangadi and Kakke bark leases for 1927-29, in Bangalore by the Deputy Commissioner, Bangalore, published in the *Mysore Gazette*, dated the 5th instant it is hereby informed that the sale will be held in the Court Hall of the Deputy Commissioner's Office on the 30th May 1927.

B. V. RAMAIENGAR,
Conservator of Forests.

SAGAR FOREST DIVISION.

Abstract Notification.

The attention of the public is invited to the detailed notification regarding the auction sale of timber in the following Depots of this Division on the dates noted against each, published on pages 361 and 362, Part VI of the *Mysore Gazette* dated 12th May 1927 :—

Name of Depot.	*Date of Sale.*
(1) Chordi	... 27th May 1927, Friday
(2) Sowlanga	... 28th do Saturday
(3) Shikarpur	... 30th do Monday
(4) Sagar	... 1st June 1927, Wednesday
(5) Nagavalli	... 4th June 1927, Saturday

K. REVANNA,
District Forest Officer.